



GOVERNMENT OF INDIA

Chandigarh Administration Gazette

Published by Authority

NO. 063] CHANDIGARH, WEDNESDAY, APRIL 30, 2025 (VAISAKHA 10, 1947 SAKA)

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 28th April, 2025

No. 511340-HII(2)-2025/6562.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 17/2021 dated 08.03.2025 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

AMRIK SINGH S/O LATE SHRI AJMER SINGH, R/O VILLAGE & POST OFFICE HALLOMAJRA, CHANDIGARH. (WORKMAN)

AND

1. ASSISTANT LABOUR COMMISSIONER, LABOUR WELFARE CENTRE BUILDING, SECTOR 30B, CHANDIGARH.
2. THE BRIG I. S. GAKHAL, DIRECTOR, NOVA SECURITY SERVICES PRIVATE LIMITED, HEAD OFFICE, QUITE OFFICE, 14, SECTOR 35A, CHANDIGARH.
3. PRINCIPAL, BHARITYA VIDYA BHAWAN, SECTOR 27-B, CHANDIGARH. (MANAGEMENT)

AWARD

1. Amrik Singh, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the workman had joined with management No.2 as Security Guard w.e.f. 01.01.2008 and posted at school of management No.3. The workman was issued identity card dated 20.06.2011 by the management and ESI card dated 19.05.2008. The services of the workman were illegally terminated by the management vide notice dated 21.09.2019 received by the workman on 23.09.2019, whereby the workman was relieved from the services w.e.f. 26.09.2019 without complying with the provisions of the Section 25F of the ID Act. A legal notice dated 14.10.2019 was served upon the management which was replied by the management on 05.11.2019. As the management failed to reinstate

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the workman, workman raised industrial dispute before the Assistant Labour Commissioner, U.T. Chandigarh. Reply dated Nil was submitted by the management before the Assistant Labour Commissioner, to which the rejoinder was also filed by the workman. On 01.12.2020 the Assistant Labour Commissioner declared the demand notice as unsettled and advised he workman to approach the appropriate forum for adjudication of the dispute. Claim statement deserves acceptance as notice dated 21.09.2019 is absolutely illegal and in violation of provisions of the ID Act & principle of natural justice. The workman was not offered any opportunity of hearing before issuing notice of relieving from service. The workman is entitled for compensation against his illegal termination. The workman has worked for more than 240 days before the date of termination of his services. The workman had served the security services for more than 10 years so the workman is also entitled to gratuity in terms of the provisions contained in the Gratuity Act. Prayer is made that workman may be reinstated with back wages along with interest @ 18% per annum from the date of its admissibility till payment and compensation of ₹ 1,00,000/- for illegal termination of services.

3. Upon notice, management No.1 - Assistant Labour Commissioner appeared through its dealing Clerk Brijesh Sharma. On 18.08.2022 Learned Representative for the workman made statement, recorded separately, that he did not press any relief qua management No.1. Vide order dated 18.08.2022 claim / reference qua management No.1 i.e. Assistant Labour Commissioner, Chandigarh was disposed off being not pressed.

4. Management No.2 - Nova Security Services Private Limited contested the claim of the workman by filing written statement on 28.10.2021, wherein preliminary objections are raised on the ground that the answering management is engaged in the business of outsourcing its manpower / security staff to various clients-establishments as per their requirement from time to time. The security staff to be deployed in such establishments is, therefore, engaged for a period as long as such a requirement exists with the clients. In the present case, requirement of the claimant (here-in-after 'workman') ended on 21.09.2019, thus, provision of Section 25F of the ID Act is not attracted rather provision of Section 2(oo)(bb) of the ID Act is attracted. The workman was initially employed on 01.01.2008 and he left the service on 31.01.2012. Thereafter, he was re-employed and deployed to work as a Security Guard with Bhartiya Vidya Bhawan, Sector 27-B, Chandigarh on 02.04.2012 at the request of Bhartiya Vidya Bhawan. At that time the workman was more than 65 years old, however, on the request of Bhartiya Vidya Bhawan, vide letter dated 02.04.2012, duly acknowledged by the workman, he was deputed to work as a Security Guard with the specific condition that as & when his services would not be required by Bhartiya Vidya Bhawan, he will be relieved without notice. The date of birth of the workman is 06.07.1947 as per Aadhar Card and a copy of the passbook of his Bank Account as supplied by the workman. The workman was over 72 years as on 21.09.2019. The answering management was informed by Bhartiya Vidya Bhawan that the services of the workman would not be required from 21.09.2019 and accordingly, he was informed vide relieving order dated 21.09.2019 that the workman would be relieved from his duty on 26.09.2019, the intervening period was the notice to the workman. Legally it was not binding to allow the workman to continue in service at the age of 72 years. Even, the Private Security Agencies (Regulations) Act, 2005 prescribes the maximum age for a Security Guard as 65 years. The service conditions of the workman were subject to the provisions of the above Act. Therefore, the relieving order dated 21.09.2019 is bonafide, legal and justified especially in view of the age of the workman viz.-a-viz. the duties required to be performed by a Security Guard. The demand notice is defective as it does not fulfil the necessary ingredients of Section 2A of the ID Act. In the present case, the alleged demand notice is served upon an employee i.e. Brig. J.S. Gakhal. The management-Company is a private limited company which is legal entity and the same can sue or can be sued. Admittedly, the workman was deployed to work as a Security Guard with Bhartiya Vidya Bhawan, Sector 27-B Chandigarh by the management-Company as a Contractor. Bhartiya Vidya Bhawan was the Principal Employer of the workman. The present controversy cannot be properly adjudicated in the absence of the principal employer. Hence, the demand notice / statement of claim / reference is liable to be dismissed on account of non-joinder of necessary party.

5. On merits, it is admitted that the workman was initially employed on 01.01.2008 and he left the service on 31.01.2012. Thereafter, he was re-employed and was deployed to work as a Security Guard with Bhartiya Vidya Bhawan, Sector 27-B, Chandigarh on 02.04.2012 on the request of Bhartiya Vidya Bhawan. It is further admitted that the ESI card shows the date of appointment as 01.01.2008. However, the date of birth as shown in the ESI card is wrong and denied. The workman might have given wrong date of birth at the time of his joining to the person who uploaded the data for ESI Card because the date of birth indicated in his Aadhar card and Bank Passbook is 06.07.1947. No provision of the ID Act is violated. It is admitted that a legal notice dated 14.10.2019 was served upon the management which was replied by the management on 05.11.2019. The workman has already attained the age of 72 years as on 21.09.2019 and therefore, the question of his reinstatement did not arise. It is admitted that reply was submitted by the management before the Assistant Labour Commissioner, to which the rejoinder was also filed by the workman and on 01.12.2020 the Assistant Labour Commissioner declared the demand notice as unsettled and advised he workman to approach the appropriate forum for adjudication of the dispute. The workman was informed in advance on 21.09.2019 that he would be relieved on 26.09.2019. The workman had signed up an undertaking with the answering management. One of the terms of that undertaking is 'If for any reason Nova Security's Contract is terminated/ lapses, I will not claim any type of compensation from the Company on any account.' The workman had worked as a Security Guard with Bhartiya Vidya Bhawan, which is the Principal Employer in the present case. The answering management has not been paid any amount of gratuity by Bhartiya Vidya Bhawan in respect of the workman. The answering management cannot be held responsible for the payment of gratuity, if any, payable to the workman. The demand notice has been moved under Section 2A of the ID Act. The dispute of gratuity can neither be entertained nor adjudicated under Section 2A of the ID Act. The workman was a contract labour and was working as a Security Guard. His services were subject to the provisions of Contract Labour (Regulation and Abolition) Act, 2005. These enactments do not provide payment of gratuity to the workman. The disputes of gratuity, if any, also cannot be resolved unless Bhartiya Vidya Bhawan is impleaded. Rest of the averments of claim statement are denied as wrong. Prayer is made that claim of the workman may be dismissed.

6. On 29.11.2021, the workman filed the application for impleading Principal, Bhartiya Vidya Bhawan, Sector 27, Chandigarh to which Learned Representative for the management No.2 raised no objection vide his statement dated 06.07.2022. Vide order dated 18.08.2022, the application was allowed and Principal, Bhartiya Vidya Bhawan, Sector 27-B, Chandigarh was ordered to be impleaded as management No.3.

7. On notice, management No.3 - Bhartiya Vidya Bhawan contested the claim of the workman by filing written statement dated 15.12.2022 (filed on 25.01.2023), wherein preliminary objections are raised on the ground that management No.3 is not a principal employer and the workman was directly employed by Nova Security Services Pvt. Ltd. - management No.2 and his wages were also paid by management No.2. Even his PF and ESI number was allotted by management No.2. The management No.3-school was paying only service charges to the management No.2 for deputing security personnel at their school premises. Any matter of dispute between any of the employees of the Bhartiya Vidya Bhawan - management No.3 comes under the jurisdiction of the Educational Tribunal, U.T. Chandigarh. This Court has no jurisdiction to make management No.3 as a party to the present reference.

8. On merits, it is stated that the workman might have been directly employed by Nova Security Services Pvt. Ltd. - management No.2. Facts regarding ESI card are unknown as the ESI card was issued by management No.2. It is matter of record that the workman was posted at Bhawan Vidyalaya Senior Secondary School, Sector 27, Chandigarh. Legal notice and demand notice were served to management No.2 only. It is a matter of record that reply was submitted by management No. 2 before the Assistant Labour Commissioner, to which the rejoinder was also filed by the workman and on 01.12.2020 the Assistant Labour Commissioner declared the demand notice as unsettled and advised he workman to approach the appropriate forum for adjudication of the dispute. No instructions were ever issued to the management No.2 for issuing notice dated

21.09.2019 to the workman. Prayer is made that claim of the workman may be answered in negative without grant of any relief to the workman.

9. The workman filed separate replications to the written statement of management No.2 & 3, wherein the contents of respective written statements, except the admitted facts, are denied as wrong and the averments of the statement of claim are reiterated.

10. From the pleadings of the parties, following issues were framed vide order dated 22.04.2024 :-

1. Whether the termination of the services of the workman is illegal, if so, to what effect and what relief he is entitled to ? OPW
2. Whether there is no relationship of employer-employee between the management No.3 and workman ? OPM (management No.3)
3. Whether the claim statement is not maintainable ? OPM (management No.2)
4. Relief.

11. In evidence, workman Amrik Singh examined himself as AW1, who tendered into evidence his affidavit Exhibit 'AW1/A' along with photocopies of documents i.e. his identity card issued by Nova Security Services on 20.06.2011 valid for 240 days vide **Exhibit 'W1'**; his ESI card bearing insurance No.10150627 issued by Branch Manager, ESIC, Chandigarh on 19.05.2008 vide **Exhibit 'W2'**; letter bearing No.Nsspl/P001/2019 dated 21.09.2019 issued to him by the Executive Director whereby he was relieved from duties vide **Exhibit 'W3'**; legal notice dated 14.10.2019 got issued by him through Shri Ashok Bhardwaj, Advocate sent through registered post along with original postal receipt dated 14.10.2019 vide **Exhibit 'W4'**; original reply to the legal notice dated 05.11.2019 by the respondent through Ms. Dipika Sharma, Advocate vide **Exhibit 'W5'**; demand notice dated 23.12.2019 got issued by him upon the managements sent through registered post vide along with original postal receipt dated 23.12.2019 vide **Exhibit 'W6'**; written comments filed by M/s Nova Security Services before the Conciliation Officer-cum-Assistant Labour Commissioner, U.T. Chandigarh vide **Exhibit 'W7'**; rejoinder dated 28.10.2020 before the Conciliation Officer-cum-Assistant Labour Commissioner, U.T. Chandigarh vide **Exhibit 'W8'** and original Memo No.4405 dated 01.12.2020 issued by the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh vide **Exhibit 'W9'**.

12. On 03.12.2024 Learned Representative for the workman closed the evidence in affirmative.

13. On the other hand, on 20.01.2025 Learned Representative for management No.2 tendered into evidence original license No.19 dated 30.04.2012 renewed up to 29.04.2022 issued by Deputy Commissioner-cum-Controlling Authority under PSARA, 2006 in favour of management No.2 vide Exhibit 'MX' and closed evidence on behalf of management No.2

14. On 03.02.2025, Learned Representative for management No.3 tendered into evidence attested copies of documents i.e. Memorandums of Understanding between management No.3 and management No.2 from 01.01.2009 to 31.12.2009, 01.01.2010 to 31.12.2010, 01.01.2011 to 31.12.2011, 01.01.2012 to 31.12.2012, 01.01.2013 to 31.12.2013, 01.01.2014 to 31.12.2014, 01.01.2015 to 31.12.2015, 01.01.2016 to 31.12.2016, 01.01.2017 to 31.12.2017 vide **Exhibit 'MY/1'** to **Exhibit 'MY/9'**, letters dated 18.12.2017 and 31.12.2018 relating to the subject of renewal of manpower contract issued from Secretary, Management No.3 to the Executive Director of management No.2 vide **Exhibit 'MY/10'** & **Exhibit 'MY/11'**, bill dated 06.09.2019 raised by management No.2 along with salary sheet for the month of August 2019 vide **Exhibit 'MY/12'** & **Exhibit 'MY/12/1'** and bill dated 04.10.2019 raised by management No.2 along with salary sheet for the month of September 2019 vide **Exhibit 'MY/13'** & **Exhibit 'MY/13/1'** and closed

evidence on behalf of management No.3.

15. During the pendency of the present industrial dispute, on 17.02.2025 case taken up before pre-Lok Adalat wherein parties settled their dispute. The workman got recorded his statement, which was recorded separately and reproduced as below :-

"Stated that I have affected compromise with the management No.2 & 3 in compromise amount of Rs.1,00,000/- towards full & final settlement of my dues / claim including claim of gratuity and interest thereon, leave encashment, bonus. I have received the above payment by way of two different account payee cheques i.e. No.257489 dated 12.02.2025 for ` 30,000/- drawn on Central Bank of India, Defence Colony, Sector 35-C, Chandigarh issued by Nova Security Services in my favour (copy of which is Mark 'C1') and No.982629 dated 13.02.2025 for ` 70,000/- drawn on HDFC Bank Ltd., SCO No.74-75, Sector 8-C, Chandigarh issued by Bhavan Vidyalaya Bharatiya Vidya BHN, Chandigarh in my favour (copy of which is Mark 'C2'). After having received the aforesaid payment, I have no claim whatsoever against management No.2 & 3.

In view of the above compromise, I do not press the present Industrial Dispute Reference / Claim Statement. The same may kindly be disposed off in the Lok Adalat, being not pressed on account of compromise."

Statement of the workman was countersigned by his Representative.

16. Case taken up before National Lok Adalat on 08.03.2025. Heard. In view of the above statements of the workman recorded on 17.02.2025, this industrial dispute is disposed off being not pressed on account of compromise. In view of the compromise, the issues No.1 to 3 have become redundant, thus stands disposed off accordingly. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152

Dated : 08.03.2025.

Secretary Labour,
Chandigarh Administration.

CHANDIGARH ADMINISTRATION
HOME DEPARTMENT

Notification

The 28th April, 2025

No. 6/1/1-IH(I)-2025/5555.—In partial modification of this Administration's Notification No. 6/1/1-IH(I)-2024/18285-92, dated 27.12.2024 regarding declaring of Public Holiday in the Union Territory of Chandigarh during the calendar year 2025, **the 29th April, 2025 (Tuesday)** will now be observed as Public Holiday in all the Government Offices/ Boards/ Corporations/ Institutions including Industrial Establishments under the Chandigarh Administration **on account of Lord Parshuram Jayanti**

Chandigarh, dated
The 28th April, 2025.

DIPRAVA LAKRA, IAS,
Home Secretary,
Chandigarh Administration

CHANGE OF NAME

I, Rashmi Trikha W/o Lovkesh Kumar, House No. 1097, First Floor, Sector 44-B, Chandigarh, hereby declare that after marriage I have changed my name from Rashmi Trikha to Rashmi. All concerned note.

[669-1]

I, Megha W/o Balwinder Singh R/o 48, Old Indra Colony, Manimajra, Chandigarh, have changed my name from Megha to Priti kaur.

[670-1]

I, Vinod Kumar S/o Parma Nand R/o H. No. 23, Block 2005, Sector 32-C, Chandigarh, have changed the name of my son Guransh Kumar to Guransh Singh.

[671-1]

I, Vinod Kumar S/o Parma Nand R/o H. No. 23, Block 2005, Sector 32-C, Chandigarh, have changed the name of my son Gitansh Kumar to Gitansh Singh.

[672-1]

I, Baby W/o Rajeev Mandal # 3449, Mauli Jagran Complex, Chandigarh, have changed my name to Sandhya.

[673-1]

I, Awadhesh S/o Sh. Vansh Bahadur Kushwaha R/o House No. 195, Sector 56, (West), Chandigarh, have changed my name to Awadhesh Kushwaha.

[674-1]

I, Dalip Kumar S/o Devender Rajak R/o House No. 592, Ambedkar Awas Yojna, Sector 56, Chandigarh, have changed my name from Dalip Kumar to Dalip Rajak.

[675-1]

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